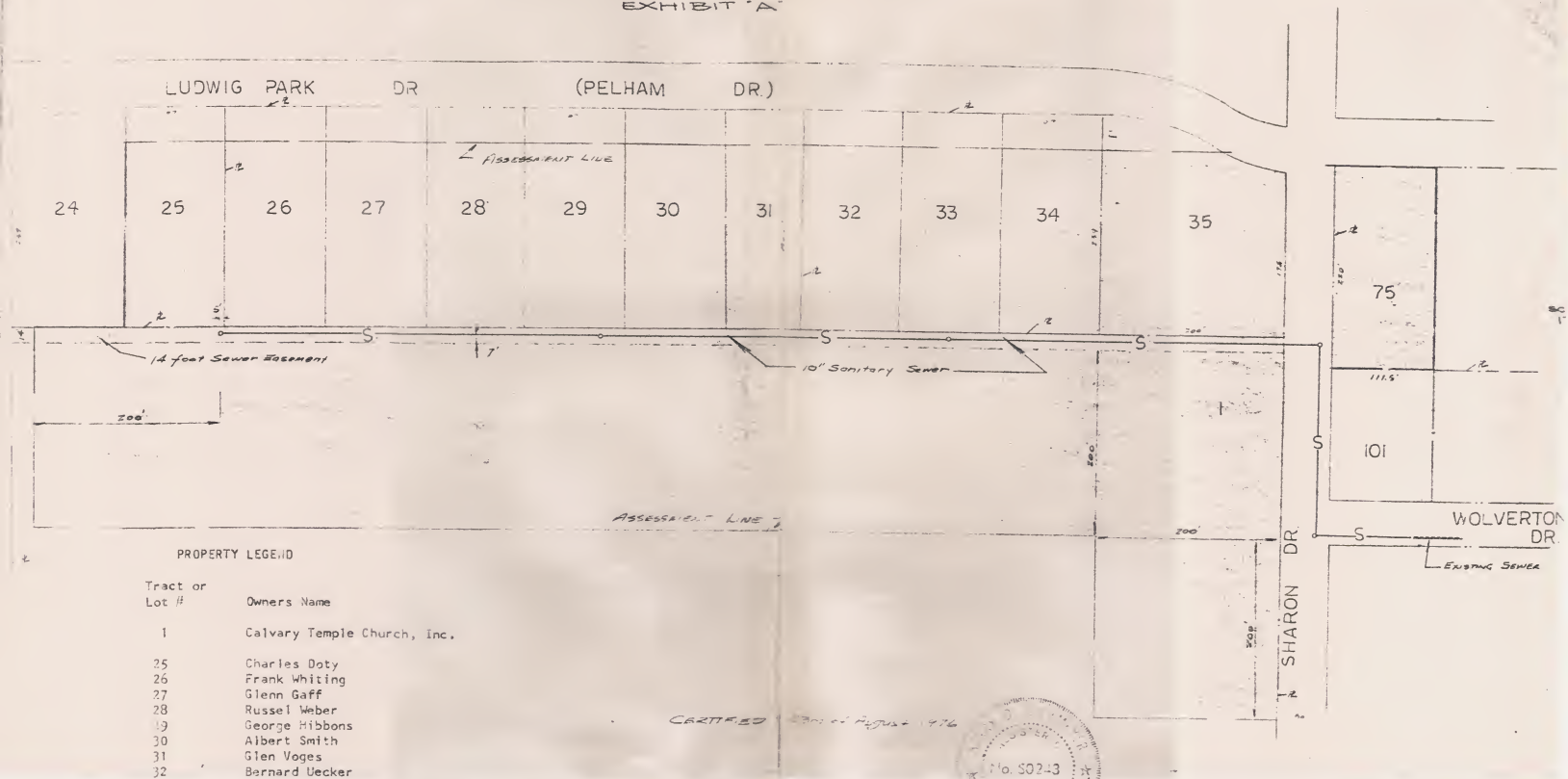


EXHIBIT "A"



BILL NO. S-76-09-24

SPECIAL ORDINANCE NO. S-166-76

AN ORDINANCE approving a contract with Calvary Temple Church, Inc. for construction of a sanitary sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:


SECTION 1. That the contract dated August 25, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Calvary Temple Church, Inc., for:

Located in the Northwest One-Quarter of Section 14 and the Northeast One-Quarter of Section 15, Township 31 North, Range 12 East, Allen County, Indiana and more particularly described as follows:


Beginning at an existing sanitary sewer clean-out located in Wolverton Drive 85.0 feet + east of the East right-of-way line of Sharon Drive and 9.0 feet + north of the South right-of-way line of Wolverton Drive; thence West parallel to the centerline of Wolverton Drive a distance of 103.0 feet; thence North parallel to the centerline of Sharon Drive a distance of 212.0 feet; thence West parallel to and 7.0 feet South of the South line of Lots 25 thru 35, Rodenbeck's Fifth Addition as recorded in Plat Book 25, Page 35 in the Office of Recorder, Allen County, Indiana a distance of 1,205.0 feet ending at a point 7.0 feet South of and 5.0 feet West of the common South corner of Lots 25 and 26 in said Rodenbeck's Fifth Addition.

This sanitary sewer is an extension of the Smith Field Interceptor which was built under Resolution No. 167.

of which the developer shall pay the entire cost and expense of the construction of said sewer, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

APPROVED AS TO FORM AND LEGALITY,

CITY ATTORNEY

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

Read the first time in full and on motion by Burns, seconded by Hings, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 9-14-76

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hings, and duly adopted, placed on its passage.

PASSED (☒) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HUNTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCKOLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STIER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATE: 9-28-76

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~)

ORDINANCE (~~RESOLUTION~~) No. 2-166-76 on the 28th day of Sept, 1976.

ATTEST:

(SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of Sept, 1976, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 1st day of October, 1976, at the hour of 8:00 o'clock A. M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-76-09-24

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract with Calvary Temple Church, Inc. for construction
of a sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance SS PASS.

Paul M. Burns - Chairman

John Nuckols - Vice-Chairman

William T. Hinga

Fredrick R. Hunter

Samuel J. Talarico

9-28-76 CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK

62-251-17 H.I.
9/25/76

AGREEMENT FOR SANITARY SEWER

THIS AGREEMENT, made this 25 day of August, 1976, by and between Calvary Temple Church, Inc. of Fort Wayne, Indiana hereinafter referred to as Developer and the City of Fort Wayne, an Indiana Municipal Corporation hereinafter referred to as City.

WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

Located in the Northwest One-Quarter of Section 14 and the Northeast One-Quarter of Section 15, Township 31 North, Range 12 East, Allen County, Indiana and more particularly described as follows:

Beginning at an existing sanitary sewer cleanout located in Wolverton Drive 85.0 feet \pm east of the East right-of-way line of Sharon Drive and 9.0 feet \pm north of the South right-of-way line of Wolverton Drive; thence West parallel to the centerline of Wolverton Drive a distance of 103.0 feet; thence North parallel to the centerline of Sharon Drive a distance of 212.0 feet; thence West parallel to and 7.0 feet South of the South line of Lots 25 through 35, Rodenbeck's Fifth Addition as recorded in Plat Book 25, Page 35 in the Office of Recorder, Allen County, Indiana a distance of 1,205.0 feet ending at a point 7.0 feet South of and 5.0 feet West of the common South corner of Lots 25 and 26 in said Rodenbeck's Fifth Addition.

This sanitary sewer is an extension of the Smith Field Interceptor which was built under Resolution No. 167.

The sanitary sewer will be constructed in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief Engineer of the Sewer Utilities of the City, under B. O. which plans, specifications and profiles are, by reference, incorporated herein and made a part hereof, which sewer shall not only serve land in which the Developer has an interest, but also adjoining land areas.

WHEREAS, the cost of construction of said sewer is represented to be \$26,625.00 composed of \$23,625.00 for construction costs and \$3,000.00 for engineering and professional services.

NOW THEREFORE, IN CONSIDERATION of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including City engineering and inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer when accepted by the City will serve the following described real estate:

See Exhibit "A"

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST EXCESS AREA

Said sewer, when constructed, will also serve the additional or excess area as shown on attached Exhibit "A".

In the event any present or future owner of said described excess area shall at any time within fifteen (15) years after the date of this contract, desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to service such land; City, through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate that such owner or owners of said excess area pay to City in addition to the cost of standard tap-in and inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom the sum of \$.045163 per square foot for the area served by each such connection and use, which represents the prorata share the cost of the extension of City sewer to said excess area. Schedule B, (Exhibit "B") and Exhibit "A", showing properties in excess area subject to charge for construction and use of sewer as of this date is attached.

The amount so collected by the City shall be paid by City within sixty (60) days of the receipt thereof by City to Developer.

An area connection charge of \$ 300.00 per acre must be paid to City at the time of connection. This area connection charge is in addition to the local charge as set forth above, and represents the oversizing cost expended by City for sewer line serving Calvary Temple on Washington Center Road and the adjacent area.

5. BOND

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said

sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof. Pursuant to Burns Indiana Statutes Anno. IC 19-2-7-16.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provision contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Burns Indiana Statutes Anno., 1968 Supple., Sections 48-3963, 3964 and 3965), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

CALVARY TEMPLE CHURCH, INC.

by: Paul E. Paine, Pres

CITY OF FORT WAYNE, INDIANA

BY: Robert E. Armstrong
Robert E. Armstrong

BOARD OF PUBLIC WORKS

BY: _____

BY: Edna H. Pomeroy

BY: May G. Scott

AUG 25 1976

ATTEST:

Nursula Miller
Clerk

APPROVED AS TO FORM AND LEGALITY

Nancy J. Bender
Associate City Attorney

This instrument prepared by C. David Coil, Professional Engineer

STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Paul E. Paine, who acknowledged the execution of the foregoing Agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this 20th day of Aug. 1976.

Helen I. Woodring
Helen I. Woodring, Notary Public

My Commission Expires: 2-20-1980

EXHIBIT "B"

EXCESS AREA	OWNER	AREA in SQ. FT.	LOCAL SEWER EXTENSION COST PER SQ. FT.	LOCAL SEWER TOTAL EXTENSION COST	AREA CONNECTION FEE DUE CITY, Res. # 167 PER SQ. FT.	TOTAL COST
Parcel 1	Calvary Temple Church	314,000	\$ 0.045163	\$ 14,181.22	\$0.0068870523	\$ 16,343.75
Lot 25	Charles Doty	21,400	"	966.49	"	1,113.87
Lot 26	Frank Whiting	21,400	"	966.49	"	1,113.87
Lot 27	Glenn Gaff	21,400	"	966.49	"	1,113.87
Lot 28	Russell Weber	21,400	"	966.49	"	1,113.87
Lot 29	George Hibbins	21,400	"	966.49	"	1,113.87
Lot 30	Albert Smith	21,400	"	966.49	"	1,113.87
Lot 31	Glen Voges	21,400	"	966.49	"	1,113.87
Lot 32	Bernard Uecker	21,400	"	966.49	"	1,113.87
Lot 33	Lynn Shirk	21,400	"	966.49	"	1,113.87
Lot 34	Howard Glenner	21,400	"	966.49	"	1,113.87
Lot 35	Eric Blumh	37,000	"	1,671.03	"	1,925.85
Lot 75	Lillian Levy	24,530	\$ 0.045163	1,107.85	\$0.0068870523	1,294.79
		<hr/> 589,530		<hr/> \$ 26,625.00		<hr/> \$ 30,703.09

KNOW ALL MEN BY THESE PRESENTS, that we FLEMING EXCAVATING, INC.

of the County of Essex State of NEW JERSEY and the AMERICAN INSURANCE COMPANY

do hereby certify that we are duly authorized by the laws of the State of New Jersey and May, 1963 and duly authorized to do business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana municipal corporation in the sum of \$23,625.00 for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these present. The condition of the foregoing obligation is such that

WHEREAS, the Principal has applied for authority to construct or cause to be constructed a sewer to become part of the City's sewer system, which said sewer is to be built and constructed according to plans and specifications approved by City, and know as the Calvary Temple Sanitation Sewer System and,

WHEREAS, the grant of authority by City to so construct such sewer provides:

1. That said sewer shall be completed according to said plans and specifications, and there shall be filed with the City, within thirty(30)days after completion, a completion affidavit.
2. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty(30) days after notice, and
3. To agree to maintain said sewer for a period of one (1) year following written acceptance by the City of said sewer.

NOW, THEREFORE, if the Principal shall perform all of the terms and conditions required of it by the consent to cause said sewer to become a part of the City sewer systems, and shall for one (1) year after acceptance of said sewer by City maintain said sewer and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

FLEMING EXCAVATION, INC.

THE AMERICAN INSURANCE COMPANY

Allen Fleming Pres
Allen Fleming
Signed and Sealed this

Gerald Clancy, Attorney-in-fact

20th Day of August, 1976

GENERAL
POWER OF
ATTORNEY

THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its Home Office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

Gerald Clancy of Ft. Wayne, Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver

any and all bonds, undertakings, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY adopted on the 7th day of May, 1963, and now in full force and effect.

"Article VIII. Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 23rd day of September, 1968, and that said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 17th day of January, 19 75.



THE AMERICAN INSURANCE COMPANY
By James H. Wells
JAMES H. WELLS, Vice President

STATE OF ILLINOIS,
COUNTY OF COOK

} ss.

On this 17th day of January, 19 75, before me personally came JAMES H. WELLS to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in, and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



Mary A. Giudice

MARY A. GIUDICE, Notary Public
My commission expires October 2, 1977

CERTIFICATE

STATE OF ILLINOIS,
COUNTY OF COOK

} ss.

I, the undersigned, Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed in the County of Cook, Dated the 20th day of August, 19 76.



Joseph C. Neipinck
JOSEPH C. NEIPINCK, Assistant Secretary



- ☐ FIREMAN'S FUND INSURANCE COMPANY
☒ THE AMERICAN INSURANCE COMPANY
☐ NATIONAL SURETY CORPORATION
☐ ASSOCIATED INDEMNITY CORPORATION
☐ AMERICAN AUTOMOBILE INSURANCE COMPANY

CERTIFICATE OF INSURANCE

TO:

City of Fort Wayne Board of Public Works
 City-County Building
 One Main Street
 Fort Wayne, In 46802

DATE April 1, 1976

THIS IS TO CERTIFY THAT THE COMPANY OR COMPANIES CHECKED ABOVE HAVE IN FORCE AS OF THE DATE HEREOF THE FOLLOWING POLICY OR POLICIES

NAME AND ADDRESS OF INSURED OR EMPLOYER

AL FLEMING, INC. and FLEMING EXCAVATING,
 INC.
 112 E. Monroe Street
 Decatur, Indiana 46733

LOCATION OF PROPERTY, DESCRIPTION OF OPERATIONS, BUSINESS CONDUCTED

KIND OF INSURANCE	POLICY NUMBER	EXPIRATION	LIMITS OF LIABILITY
WORKMEN'S COMPENSATION	WC 207 79 04	4/1/77	STATUTORY
EMPLOYERS' LIABILITY	"	"	100 THOUSAND DOLLARS, EACH PERSON
BODILY INJURY LIABILITY OTHER THAN AUTOMOBILE*	MXP 272 27 35	4/1/78	500 THOUSAND DOLLARS, EACH OCCURRENCE
PROPERTY DAMAGE LIABILITY OTHER THAN AUTOMOBILE*	"	"	500 THOUSAND DOLLARS, AGGREGATE PRODUCTS AND COMPLETED OPERATIONS
AUTOMOBILE:			
BODILY INJURY LIABILITY*	MXP 272 27 35	4/1/78	250 THOUSAND DOLLARS, EACH OCCURRENCE
PROPERTY DAMAGE LIABILITY*	"	"	250 THOUSAND DOLLARS AGGREGATE OPERATIONS
MEDICAL PAYMENTS			250 THOUSAND DOLLARS, AGGREGATE PROTECTIVE
COMPREHENSIVE—LOSS OF OR DAMAGE TO THE AUTOMOBILE, EXCEPT BY COLLISION OR UPSET BUT INCLUDING FIRE, THEFT AND WINDSTORM			250 THOUSAND DOLLARS, AGGREGATE CONTRACTUAL
COLLISION OR UPSET			250 THOUSAND DOLLARS, AGGREGATE PRODUCTS AND COMPLETED OPERATIONS
			250 THOUSAND DOLLARS, EACH PERSON
			500 THOUSAND DOLLARS, EACH OCCURRENCE
			100 THOUSAND DOLLARS, EACH OCCURRENCE
			\$ EACH PERSON
			\$ ACTUAL CASH VALUE UNLESS OTHERWISE STATED HEREIN
			\$ ACTUAL CASH VALUE LESS
			\$ DEDUCTIBLE

DESCRIPTION AND LOCATION OF OPERATIONS AND AUTOMOBILES COVERED

ALL OPERATIONS AND AUTOMOBILES OWNED BY THE NAMED INSURED.

*IF COMPREHENSIVE, SO STATE

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICY OR POLICIES SHOWN ABOVE.

IN EVENT OF ANY MATERIAL CHANGE IN OR CANCELLATION OF THE POLICY OR
 POLICIES THE COMPANY WILL MAKE EVERY EFFORT TO NOTIFY THE ADDRESSEE BUT
 UNDERTAKES NO RESPONSIBILITY BY REASON OF FAILURE TO DO SO

AUTHORIZED REPRESENTATIVE

G. A. T. Inc. Gerald Clancy

617 Gettle Building,
 Fort Wayne, In 46802

TITLE OF ORDINANCE SPECIAL ORDINANCE - SEWER EXTENSION AGREEMENTDEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSSYNOPSIS OF ORDINANCE Sewer Extension Agreement with Calvary Temple Church, Inc. *L-76-09-24*

provides for their construction of sanitary sewer line to serve their property
on Washington Center Road.

All costs for the construction are being borne by Calvary Temple Church, Inc.

(PRIOR APPROVAL FOR THIS SEWER EXTENSION WAS GRANTED August 24, 1976)

EFFECT OF PASSAGE Sanitary sewer service to new Calvary Temple Church as well as
for future developments in the area.

EFFECT OF NON-PASSAGE Failure to provide sewer service where possible at no cost
to the City

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Future sewer revenue to
City Utility

ASSIGNED TO COMMITTEE *City Utilities Board*